

EXHIBIT B

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF TENNESSEE AT CHATTANOOGA

BWS PROPERTIES, LLC,)	
)	
<i>Plaintiff,</i>)	No. 1:24-cv-00029
)	
v.)	Judge Christopher H. Steger
)	
AIRGAS USA, LLC,)	Non-Jury
)	
<i>Defendant.</i>)	

SECOND NOTICE OF 30(b)(6) DEPOSITION TO AIRGAS USA, LLC

To: Airgas USA, LLC
c/o Mary Beth Haltom White, Esq.
Peter C. Robison, Esq.
Lewis Thomason, P.C.
mbwhite@lewisthomason.com
probison@lewisthomason.com

Please take notice that, pursuant to Fed. R. Civ. P. 30(b)(6), counsel for BWS Properties, LLC will take the deposition of the designated corporate representative(s) of Defendant Airgas USA, LLC, upon oral examination on May 1, 2025, beginning at 9:30 a.m. EST, continuing from business day to business day thereafter until completed. This deposition will be held virtually via videoconference means (such as Zoom or Teams) with the link to be circulated in advance. The deposition will be conducted before a notary public or other officer authorized by law to administer oaths, will be recorded by stenographic means, and will be videotaped.

As required by Fed. R. Civ. P. 30(b)(6), Airgas shall designate one or more officers, directors, managing agents, or other individuals able to fully and accurately testify on its behalf concerning the topics identified in **Exhibit A**.

This 30th day of April 2025.

Respectfully submitted,

MILLER & MARTIN PLLC

By: /s/ Jessica M. Wolinsky
Lynzi J. Archibald, Esq., TN Bar No. 30063
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Counsel for Plaintiff BWS Properties, LLC

CERTIFICATE OF SERVICE

I hereby certify that a genuine copy of the foregoing document was served upon the following by email:

Mary Beth Haltom White, Esq.
Peter C. Robison, Esq.
424 Church Street, Suite 2500
P.O. Box 198615
Nashville, TN 37219
mbwhite@lewisthomason.com
probison@lewisthomason.com

This 30th day of April 2025.

By: /s/ Jessica M. Wolinsky

EXHIBIT A

1. The physical condition of the property located at 700 Manufacturer's Road, Chattanooga, Tennessee 37405 (the "Property") from January 1, 2005, through June 1, 2023 (the "Tenancy Period").
2. The relationship between BWS and Airgas during the Tenancy Period.
3. The existence, creation, and terms of the Industrial Building Lease (the "Lease") between the parties, effective June 1, 2022.
4. The business conducted by Airgas on the Property during the Tenancy Period.
5. The identity, position, and responsibilities of all Airgas employees, representatives, or agents who worked primarily at the Property during the Tenancy Period.
6. The identity, position, and responsibilities of all Airgas employees, representatives, or agents responsible for maintaining, cleaning, or repairing the Property during the Tenancy Period.
7. Communications between Airgas and BWS, including any of their agents, employees, and/or representatives, whether oral or in writing, regarding the Lease and/or the Property from June 1, 2022, to present.
8. Communications between Airgas, including any of its agents, employees, and/or representatives, and any third-party (other than counsel), whether oral or in writing, regarding the Lease, the Property, or this litigation from June 1, 2022, to present.
9. Communications between Airgas's agents, employees, and/or representatives, whether oral or in writing, regarding the Lease, the Property, or this litigation from June 1, 2022, to present.
10. Airgas's payment of insurance, taxes, and/or utilities for the Property from February 1, 2022, to present.

11. The reason(s) Airgas decided to terminate the Lease.
12. Airgas's practices, policies, and/or procedures with respect to terminating a lease and vacating a leased property, effective February 1, 2023, through June 1, 2023.
13. The damage caused by and repairs made to the Property as a result of a hailstorm in 2012.
14. Repairs made to and/or the maintenance of the Property from January 1, 2012, to June 1, 2023.
15. The budget provided by Airgas to its representatives, employees, and/or agents at the Property for the purpose of repairing and/or maintaining the Property from June 1, 2022, to June 1, 2023.
16. Entities and/or individuals outside of Airgas who were retained by Airgas to assist with maintenance of the Property from June 1, 2022, to June 1, 2023.
17. Damage caused to the Property by Airgas, including its agents, employees, and/or representatives, from January 1, 2012, to June 1, 2023.
18. Pavement of the driveway and parking lot at the Property in 2005.
19. Any termination and/or discontinuation of utilities at the Property by Airgas from February 1, 2022, to January 1, 2024.
20. The budget provided by Airgas to its representatives, employees, and/or agents at the Property for the purpose of vacating the Property from February 1, 2022, to June 1, 2023.
21. The Property walkthrough conducted by representatives of BWS and Airgas in May 2023 and the surrender letter provided to BWS during the same.
22. The Property walkthrough and damage assessment conducted by Airgas-identified handyman Kevin Cruz, which occurred October 2023.

23. The facts Airgas believes support its assertion that it surrendered possession of the Property and/or was not subject to a holdover tenancy from June 1, 2023, to June 1, 2024.

24. Information provided by Airgas in its answer, initial disclosures, discovery responses, and documents produced in discovery.

25. Any internal assessment or evaluation of the condition of or damage to the Property from June 1, 2022, to present.

26. Airgas's efforts, if any, to determine or calculate the cost of or to obtain quotes from any third-party estimating the cost of repairing any damage to the Property from June 1, 2022, to present.

27. Airgas's document preservation and collection efforts, as well as Airgas's document search and review methodologies.